

adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of the Series A Preferred, the Series B Preferred, the Series C Preferred or the Series D Preferred, furnish or cause to be furnished to such holder a like certificate setting forth (i) all such adjustments and readjustments, (ii) the applicable Conversion Price at the time in effect, and (iii) the number of shares of Common and the amount, if any, of other property which at the time would be received upon the conversion of the applicable series of Preferred.

(f) **Notices of Record Dates.** In the event that this corporation shall propose at any time:

(i) To declare any dividend or distribution upon the Common, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) To effect any reclassification or recapitalization; or

(iii) To merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all its property or business, or to liquidate, dissolve or wind up;

then, in connection with each such event, this corporation shall send to the holders of the Series A Preferred, the Series B Preferred, the Series C Preferred and the Series D Preferred:

(1) At least twenty (20) days prior written notice of the date on which a record shall be taken for such dividend or distribution (and specifying the date on which the holders of Common shall be entitled thereto) or for determining the right to vote in respect of any matter referred to in clauses (ii) and (iii) above; and

(2) In the case of matters referred to in clauses (ii) and (iii) above, at least twenty (20) days prior written notice of the date of a shareholders' meeting at which a vote on any such matter shall take place (and specifying the date on which the holders of Common shall be entitled to exchange their Common for shares, securities or other property deliverable upon the occurrence of such event and the amount of securities or other property deliverable upon such event).

Each such written notice shall be given personally or by first class mail, postage prepaid, addressed to the holders of the Series A Preferred, the Series B Preferred, the Series C Preferred and the Series D Preferred at the address for each such holder as shown on the books of this corporation.

Section 7. Voting Rights. The holders of Common shall be entitled to one vote for each share of Common held by them at the record date for the determination of shareholders entitled to vote on such matter or, if no record date is established, on the date such vote is taken or any written consent of shareholders is solicited. The holders of

each share of the Series A Preferred, the Series B Preferred, the Series C Preferred and the Series D Preferred shall be entitled to vote such number of votes per share as shall equal the number of shares of Common into which each share of the Series A Preferred, the Series B Preferred, the Series C Preferred or the Series D Preferred is convertible in accordance with the terms of Section 6 hereof at the record date for the determination of shareholders entitled to vote on such matter or, if no record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise expressly provided herein or as required by law, the holders of the Series A Preferred, the Series B Preferred, the Series C Preferred, the Series D Preferred and Common shall vote together as a single class on all matters submitted to a vote of shareholders.

Section 8. Protective Covenants.

(a) So long as any shares of the Series A Preferred are outstanding, this corporation shall not without first obtaining the affirmative vote of or written consent of the holders of at least a majority of the then outstanding Series A Preferred voting as single class:

(i) Alter, change or waive the rights, preferences or privileges of the Series A Preferred so as to affect such class in any adverse way; or

(ii) Authorize or issue shares of any class or series of stock having any preference as to voting, redemption rights, dividends or liquidation superior to or on parity with any such preference or priority of the Series A Preferred, or authorize or issue shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of this corporation having any preference as to voting, redemption rights, dividends, voting rights, liquidation or assets superior to or on a parity with any such preference of the Series A Preferred.

(b) So long as any shares of the Series B Preferred are outstanding, this corporation shall not without first obtaining the affirmative vote of or written consent of the holders of at least a majority of the then outstanding Series B Preferred voting as single class:

(i) Alter, change or waive the rights, preferences or privileges of the Series B Preferred so as to affect such class in any adverse way; or

(ii) Authorize or issue shares of any class or series of stock having any preference as to voting, redemption rights, dividends or liquidation superior to or on parity with any such preference or priority of the Series B Preferred, or authorize or issue shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of this corporation having any preference as to voting, redemption rights, dividends, voting rights, liquidation or assets superior to or on a parity with any such preference of the Series B Preferred.

Shareholders, the Existing Investors and the Company under the Prior Agreement, and to extend such rights to the New Investors, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Voting

1.1 Common Shares; Investor Shares.

(a) Each Key Shareholder shall hold all shares of voting capital stock of the Company and any other securities of the Company registered in his name or beneficially owned by him as of the date hereof (and any and all other securities of the Company legally or beneficially acquired by such Key Shareholder after the date hereof) (hereinafter collectively referred to as the "Common Shares") subject to, and shall, to the extent applicable, vote such Common Shares in accordance with, the provisions of this Agreement.

(b) Each Investor shall hold all shares of voting capital stock of the Company and any other securities of the Company registered in such Investor's name or beneficially owned by it as of the date hereof (and any and all other securities of the Company legally or beneficially acquired by such Investor after the date hereof) (hereinafter collectively referred to as the "Investor Shares") subject to, and shall, to the extent applicable, vote such Investor Shares in accordance with, the provisions of this Agreement.

1.2 Election of Directors; Meetings; Committees.

- (a) A "Significant Corporate Event" means the closing of any of: (i) the first public offering of the Common Stock underwritten by an underwriter of national standing pursuant to an effective registration statement under the Securities Act of 1933, as amended, with (a) gross proceeds to the Company of at least \$30,000,000 and (b) a price paid by the public for such Common Stock of at least \$6.25 per share (appropriately adjusted to reflect any subdivision, combination or stock dividend of or with respect to the Common Stock which occurs after the date of this Agreement) or such lower price per share as agreed in writing by holders of at least 78% of the Company's Series C Preferred Stock, provided that solely with respect to the Series D Preferred Stock held by the Investors, "\$30,000,000" in subsection (a) of this definition shall be replaced with "\$40,000,000" and subsection (b) shall be deleted and shall have no effect; (ii) a sale or other disposition of all or substantially all of the Company's assets to another corporation or other entity or any consolidation, merger or similar transaction involving the Company or any other corporate reorganization, as a result of which the shareholders of the Company immediately prior to such sale, consolidation, merger, transaction or reorganization own immediately thereafter

securities having less than fifty percent (50%) of the ordinary voting power of the corporation or other entity surviving such sale, consolidation, merger, transaction or reorganization; or (iii) any transaction or series of related transactions as a result of which securities having in excess of fifty percent (50%) of the Company's ordinary voting power are transferred by the holders thereof to a person or entity or group of affiliated persons or entities.

(b) Each Key Shareholder and each Investor shall vote all of the Common Shares or Investor Shares held by him or it as of the applicable record date (or shall consent pursuant to an action by written consent of shareholders) so as to elect the following persons as members of the Company's Board of Directors (the "Board"):

- (i) Gaus;
- (ii) DeWeese;
- (iii) One (1) person designated in writing by DQE Enterprises, Inc. (the "DEI Designee");
- (iv) One (1) person designated in writing by Unitil Corporation (the "Unitil Designee");
- (v) Two (2) persons designated in writing by InSight Capital Partners III, L.P. (each an "InSight Designee");
- (vi) One (1) person designated in writing by GE Capital Equity Investments, Inc. (the "GE Capital Designee");
- (vii) One (1) person designated in writing by Cinergy Communications, Inc. (the "Cinergy Designee"); and
- (viii) The person serving as Chief Executive Officer of the Company, if such person is not Gaus.

provided, that the Investors shall only be obligated to vote their shares for, or provide written consents for, the election of Gaus or DeWeese so long as such person is an employee of, or a consultant to, the Company.

(c) Upon written notice from a duly authorized representative of DQE Enterprises, Inc. requesting the removal and/or replacement of the DEI Designee, each Key Shareholder and each Investor shall vote all of the Common Shares or Investor Shares held by him or it as of the applicable record date (or shall consent pursuant to an action by written consent of shareholders) so as to remove and replace such DEI Designee.

(d) Upon written notice from a duly authorized representative of Unitil Corporation requesting the removal and/or replacement of the Unitil Designee, each Key Shareholder and each Investor shall vote all of the Common Shares or Investor Shares held by him or it as of the applicable record date (or shall consent pursuant to an action by written consent of shareholders) so as to remove and replace such Unitil Designee.

(e) Upon written notice from a duly authorized representative of InSight Capital Partners III, L.P. requesting the removal and/or replacement of any InSight Designee, each Key Shareholder and each Investor shall vote all of the Common Shares or Investor Shares held by him or it as of the applicable record date (or shall consent pursuant to an action by written consent of the shareholders) so as to remove and replace such InSight Designee.

(f) Upon written notice from a duly authorized representative of GE Capital Equity Investments, Inc. requesting the removal and/or replacement of the GE Capital Designee, each Key Shareholder and each Investor shall vote all of the Common Shares or Investor Shares held by him or it as of the applicable record date (or shall consent pursuant to an action by written consent of the shareholders) so as to remove and replace such GE Capital Designee.

(g) Upon written notice from a duly authorized representative of Cinergy Communications, Inc. requesting the removal and/or replacement of the Cinergy Designee, each Key Shareholder and each Investor shall vote all of the Common Shares or Investor Shares held by him or it as of the applicable record date (or shall consent pursuant to an action by written consent of the shareholders) so as to remove and replace such Cinergy Designee.

(h) For so long as each Investor (together with its Affiliate Transferees as defined in Section 1.5) owns at least 25% of the Investor Shares held by such Investor on the date of this Agreement (as appropriately adjusted to reflect stock splits, reverse stock splits, stock dividends, combinations of shares and the like which occur after the date of this Agreement), the Company shall permit one representative of each Investor (the "Investor Observers") to attend, in a nonvoting observer capacity, each meeting of the Board of Directors of the Company. Each Investor Observer shall be an employee of the Investor or an affiliate of the Investor appointing such Investor Observer. Upon the request of the Board of Directors of the Company, an Investor Observer will excuse himself or herself from any portion of the Board meeting if the Board of Directors shall determine that the Investor Observer's presence may violate the attorney-client privilege, create a conflict of interest or endanger any intellectual property rights of the Company. Any materials furnished to any Investor Observer and the discussions and presentations in connection with or at any meeting shall be considered confidential information and no Investor Observer shall disclose such materials and discussions to any third party.

(i) Notwithstanding anything in this Section 1.2 to the contrary, each Key Shareholder and each Investor shall only be obligated to vote (or to provide written consents with respect to the voting of) his or its Common Shares or Investor Shares to elect, remove or replace a designee of any Investor in accordance with this Section 1.2 so long as such Investor seeking to elect, remove or replace a designee (together with such Investor's Affiliate Transferees as defined in Section 1.5) holds at least 25% of the Investor Shares held by such Investor on the date of this Agreement (appropriately adjusted to reflect stock splits, reverse stock splits, stock dividends, combinations of shares and the like which occur after the date of this Agreement).

(j) The Company shall reimburse each of its non-employee directors for the reasonable expenses incurred by them in attending meetings of the Board of Directors.

(k) Each Key Shareholder agrees and each Investor agrees to instruct its respective Designee to appoint the GE Capital Designee, or such other person designated by GE Capital and reasonably acceptable to the Board of Directors, as a member of both the Product Advisory Committee and the Strategy and Marketing Committee of the Company.

(l) In no event shall any rights under this Section 1.2 be transferable except in connection with transfers to Affiliate Transferees.

1.3 Legend.

(a) Concurrently with the execution of this Agreement, there shall be imprinted or otherwise placed on certificates representing the Common Shares and the Investor Shares the following restrictive legend (the "Legend"):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A SHAREHOLDERS AGREEMENT WHICH PLACES CERTAIN RESTRICTIONS ON THE SHARES REPRESENTED HEREBY. ANY PERSON ACCEPTING ANY INTEREST IN SUCH SHARES SHALL BE DEEMED TO AGREE TO AND SHALL BE BOUND BY ALL THE PROVISIONS OF SUCH SHAREHOLDERS AGREEMENT. A COPY OF SUCH SHAREHOLDERS AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

(b) During the term of this Agreement, the Company will not remove, and will not permit to be removed (upon registration of transfer, reissuance or otherwise), the Legend from any such certificate and will place or cause to be placed the Legend on any new certificate issued to represent Common Shares or Investor Shares theretofore represented by a certificate carrying the Legend.

UNANIMOUS WRITTEN CONSENT OF DIRECTORS
IN LIEU OF
MEETING OF THE BOARD OF DIRECTORS
OF
ENERMETRIX.COM, INC.

December 14, 2000

The undersigned, being all of the directors of Enermetrix.com, Inc., a Delaware corporation (the "Corporation"), do hereby take, pursuant to Section 141 of the General Corporation Law of the State of Delaware, the following actions by written consent and without a meeting, which actions shall have the same force and effect as if duly adopted at a meeting duly called and held at which a quorum was present throughout:

Amendment of Series D Preferred Stock Purchase Agreement.

RESOLVED: That the Corporation is hereby authorized to enter into Amendment No.1 to the Series D Preferred Stock Purchase Agreement, dated as of December 14, 2000, by and among the Corporation and the various parties thereto, in substantially the form attached hereto as Exhibit A.

Amendment of Third Amended and Restated Shareholders Agreement.

RESOLVED: That the Corporation is hereby authorized to enter into Amendment No.1 to the Third Amended and Restated Shareholders Agreement, dated as of December 14, 2000, by and among the Corporation and the various parties thereto, in substantially the form attached hereto as Exhibit B.

Amendment of Amended and Restated Bylaws.

RESOLVED: That Section 2.2 of the Corporation's Amended and Restated Bylaws is hereby deleted in its entirety and replaced with the following new Section 2.2:

"Section 2.2 Number; Qualifications. The Board of Directors shall consist of not less than six (6) and not more than ten (10) members. Directors need not be stockholders."

Approval of Common Stock Purchase Agreement.

RESOLVED: In connection with the sale by John Gaus of up to 150,000 shares of Common Stock, par value \$.01 per share of the Company (the "Gaus Shares") to various parties for \$7.00 per share, the Corporation is hereby authorized to enter (for the limited purposes stated therein) into Common Stock Purchase Agreements in substantially the form attached hereto as Exhibit C.

RESOLVED: In connection with the sale by Jeff DeWeese of up to 150,000 shares of Common Stock, par value \$.01 per share of the Company (the "DeWeese Shares") to various parties for \$7.00 per share, the Corporation is hereby authorized to enter (for the limited purposes stated therein) into Common Stock Purchase Agreements in substantially the form attached hereto as Exhibit C.

RESOLVED: That the Corporation hereby waives its right, pursuant to Section 4.2 of the Third Amended and Restated Shareholders Agreement dated as of July 20, 2000, as amended on December 14, 2000, by and among the Corporation and the various parties thereto, to purchase the Gaus Shares and the DeWeese Shares.


Appointment of Director.

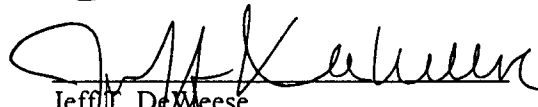
RESOLVED: That effective upon the Subsequent Closing of the Series D financing, Charles Castine is hereby designated as a director of the Corporation to serve until the next annual meeting of stockholders or until his successor is duly elected and qualified.

[Remainder of Page Intentionally Left Blank]

This Written Consent may be signed in two or more counterparts, each of which shall be deemed _____
and original but all of which shall together be considered one and the same instrument.

The undersigned further direct that this Consent shall take effect immediately as of the date first
above written and shall be filed in the minute book of the Corporation with the minutes of the meetings
of the Board of Directors.


John P. Gaus


Jeff T. DeWeese

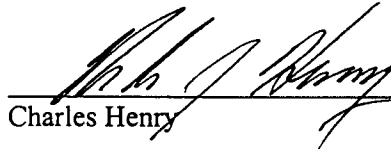
Keith Miller

Rachel K. Lorey

Jeffrey Lieberman

Jeffrey Horing

Robert Schoenberger


Charles Henry

James Rogers


- 3 -

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John P. Gaus

Jeff T. DeWeese



Keith Miller

Rachel K. Lorey

Jeffrey Lieberman

Jeffrey Horing

Robert Schoenberger

Charles Henry

James Rogers

- 3 -

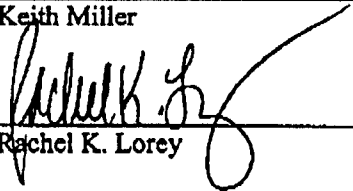
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John P. Gaus

Jeff T. DeWeese

Keith Miller



Rachel K. Lorey

Jeffrey Lieberman

Jeffrey Horing

Robert Schoenberger

Charles Henry

James Rogers

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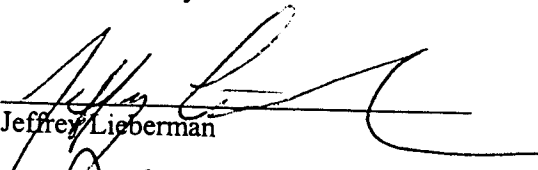
The undersigned further direct that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board of Directors.

John P. Gaus

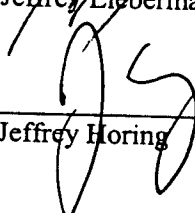
Jeff T. DeWeese

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Rachel K. Lorey



Jeffrey Lieberman



Jeffrey Horing

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The undersigned further direct that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board of Directors.

John P. Gaus

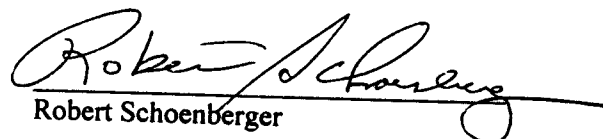
Jeff T. DeWeese

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The undersigned further direct that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board of Directors.

John P. Gaus

Jeff T. DeWeese

Keith Miller

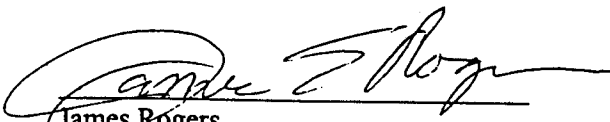
Rachel K. Lorey

Jeffrey Lieberman

Jeffrey Horing

Robert Schoenberger

Charles Henry



James Rogers

certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by law, to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner indicated above. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II BOARD OF DIRECTORS

Section 2.1 Functions and Compensation. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation. The Board of Directors shall have the authority to fix the compensation of the members thereof.

Section 2.2 Number; Qualifications. The Board of Directors shall consist of not less than six (6) and not more than ten (10) members. Directors need not be stockholders.

Section 2.3 Election; Resignation; Removal; Vacancies. At each annual meeting of stockholders, the stockholders shall elect Directors to replace those Directors whose terms then expire. Any Director may resign at any time upon written notice to the Corporation. Stockholders may remove Directors with or without cause by vote of a majority of the shares then entitled to vote at an election of directors. Any vacancy occurring in the Board of Directors for any cause may be filled by a plurality of the votes cast at a meeting of stockholders, and each Director so elected shall hold office until the expiration of the term of office of the Director whom he has replaced.

Section 2.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notice thereof need not be given.

Section 2.5 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the Chairman of the Board, the President, or by a plurality of directors in office. Reasonable notice thereof shall be given by the person or persons calling the meeting at least 48 hours before the meeting.

Section 2.6 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.6 shall constitute presence in person at such meeting.

Section 2.7 Quorum; Vote Required for Action.

(a) At all meetings of the Board of Directors a majority of the entire Board shall constitute a quorum for the transaction of business. Except in cases in which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

(b) Prior to the occurrence of a Significant Corporate Event (as defined below), the Corporation shall not take any of the following actions, or permit any of the following actions to occur, without in each instance first obtaining the affirmative vote of a majority of the members of the entire Board of Directors:

(i) Declare, set aside or pay any dividends or distributions (whether in cash, stock or property or any combination thereof) to any holders of shares of capital stock of the Corporation (except for dividends payable to the holders of shares of Series A Preferred Stock pursuant to the Certificate of Incorporation, as amended);

(ii) Offer, sell or issue any securities of the Corporation (other than pursuant to the Corporation's stock option and incentive plan);

(iii) Repurchase any common stock issued upon exercise of any options or warrants of the Corporation (other than common stock issued pursuant to the Corporation's stock option and incentive plan);

(iv) Enter into an agreement to consummate a public offering of the Corporation's Common Stock, a sale or other disposition of all or substantially all of the Corporation's assets, a merger or consolidation of the Corporation, or any other corporate reorganization;

(v) Enter into, amend, modify or terminate any agreement with any officer, director, stockholder or employee of the Corporation or any member of their immediate families (other than with respect to at-will employment arrangements);

(vi) Liquidate, dissolve, or file a voluntary petition in bankruptcy with respect to, the Corporation;

(vii) Change accounting methods, policies or independent certified public accountants;

(viii) Amend, modify or repeal any provision of these Bylaws;

(ix) Approve a resolution to amend, modify or repeal any provision of the Certificate of Incorporation;

(x) Pledge assets of the Corporation, other than for purchase money indebtedness incurred in the ordinary course of business;

- (xi) Make expenditures in excess of \$1,500,000 not included in the annual operating plan;
- (xii) Increase the number of shares of capital stock available for issuance under the stock option plan of the Corporation;
- (xiii) Enter into an agreement to borrow in excess of \$2,000,000 per year in the aggregate;
- (xiv) Approve each annual operating plan;
- (xv) Settle any material litigation;
- (xvi) Make material changes in the Corporation's strategic direction inconsistent with the annual operating plan; or
- (xvii) Amend this list of actions.

(c) **Significant Corporate Event.** A "Significant Corporate Event" means the closing of any of: (i) the first public offering of the Corporation's Common Stock underwritten by an underwriter of national standing pursuant to an effective registration statement under the Securities Act of 1933, as amended; (ii) a sale or other disposition of all or substantially all of the Corporation's assets to another corporation or other entity or any consolidation, merger or similar transaction involving the Corporation or any other corporate reorganization, as a result of which the stockholders of the Corporation immediately prior to such sale, consolidation, merger, transaction or reorganization own immediately thereafter securities having less than fifty percent (50%) of the ordinary voting power of the Corporation or other entity surviving such sale, consolidation, merger, transaction or reorganization; or (iii) any transaction or series of related transactions as a result of which securities having in excess of fifty percent (50%) of the Corporation's ordinary voting power are transferred by the holders thereof to a person or entity or group of affiliated persons or entities.

Section 2.8 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the President, or in his absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9 Action by Directors Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.